



UNITED STATES MARINE CORPS
MARINE CORPS SYSTEMS COMMAND
2200 LESTER STREET
QUANTICO, VIRGINIA 22134-5010

IN REPLY REFER TO:

5720
DON-USMC-2016-008423
19 Aug 16

SENT VIA EMAIL TO: aerospaceresearch@rocketmail.com

Aerospace Research International, Ltd.

Mr. Richard J. Gagnon
1541 Ocean Avenue
Suite 200
Santa Monica CA 90401

SUBJECT: FOIA DON-USMC-2016-008423

Dear Mr. Gagnon:

This responds to your FOIA request dated July 27, 2016, which requests a copy of contract M67854-11-C-5063 as well as any related or supporting documentation.

In light of the *MCI Worldcom, Inc. v. GSA* decision, the Department of Justice Office of Information and Privacy has advised the Navy Office of the General Counsel that submitter notification in accordance with Executive Order 12,600 should be made whenever an agency receives a FOIA request for documents that contain potentially confidential information in order to obtain and consider any objections to disclosure. Therefore, in accordance with Presidential Executive Order 12,600, we allowed the submitter to review the documents and provide comment.

A clearly releasable copy of the requested contract is provided.

FOIA Exemption 5 U.S.C. § 552(b)(4) exempts from disclosure (i) voluntarily submitted commercial or financial information provided that the submitter does not “customarily” disclose the information to the public and provided that disclosure would be likely to interfere with the continued and full availability of the information to the government, or (ii) information likely to cause substantial harm to the competitive position of the person from whom it was obtained and likely to impact on the government’s ability to obtain reliable information in the future. See *Critical Mass Energy Project v. NRC*, 975 F.2d 871, 879-80 (D.C. Cir. 1992), *cert. denied*, 113 S. Ct. 1579 (1993); *National Parks & Conservation Ass’n v. Morton*, 498 F.2d 765, 766 (D.C. Cir. 1974); *Canadian Commercial Corp. v. Dept. of Air Force*, 514 F.3d 37 (D.C. Cir., 2008).

In an effort to minimize further delay we request that you review the enclosures and identify any withheld information that you believe was withheld improperly. MARCORSYSCOM will then determine whether the release of any requested information is proper under the FOIA and provide any additional releasable information in a “final release” letter. If we do not receive any notification from you, which specifically requests the release of any redacted information by September 1, 2016, this letter will become the final response and we will close this FOIA request.

| | | | | | | | |
|--|-------------------------|--|---|---|--|---------------------|---------|
| AWARD/CONTRACT | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | | RATING DX-A4 | PAGE OF PAGES 1 14 | | |
| 2. CONTRACT (Proc. Inst. Ident.) NO. M67854-11-C-5063 | | 3. EFFECTIVE DATE 31 Mar 2011 | | 4. REQUISITION/PURCHASE REQUEST/PROJECT NO. M67854-11-RC-F0153 | | | |
| 5. ISSUED BY MARINE CORPS SYSTEMS COMMAND - MRAP FMS ATTN:RONALD D NGLE 2200 LESTER STREET QUANTICO VA 22134 | | CODE M67854 | 6. ADMINISTERED BY (If other than Item 5) DCMA ATLANTA ATTN: ACO CLARA DAVIS 2300 LAKE PARK DR SUITE 300 SMYRNA GA 30080-4091 | | | | |
| | | | CODE S1103A SCD: A | | | | |
| 7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) FORCE PROTECTION INDUSTRIES, (INC) OTIS BYRD 9801 HWY 78 STE 3 LADSON SC 29456-3802 | | | | 8. DELIVERY [] FOB ORIGIN [X] OTHER (See below) | | | |
| | | | | 9 DISCOUNT FOR PROMPT PAYMENT Net 30 Days | | | |
| | | | | 10 SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: | ITEM | | |
| CODE 1EFH8 | | FACILITY CODE | | 12. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER DFAS - COMSOUTH ENTITLEMENT OPERATIONS (8 PO BOX 182264 COLUMBUS OH 43218-2264 | | | |
| 11. SHIP TO/MARK FOR FORCE PROTECTION INDUSTRIES, INC. WAYNE PHILLIPS, JR. 9801 HIGHWAY 78 LADSON SC 29456 | | CODE | CODE HQ0338 | | | | |
| 13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)() | | | 14. ACCOUNTING AND APPROPRIATION DATA See Schedule | | | | |
| 15A. ITEM NO. | 15B. SUPPLIES/ SERVICES | 15C. QUANTITY | 15D. UNIT | 15E. UNIT PRICE | 15F. AMOUNT | | |
| SEE SCHEDULE | | | | | | | |
| 15G. TOTAL AMOUNT OF CONTRACT | | | | | \$46,596,600.00 | | |
| 16. TABLE OF CONTENTS | | | | | | | |
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| CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE | | | | | | | |
| 17 [X] CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return 1 copies to issuing office Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein (Attachments are listed herein) | | | | 18 [] AWARD (Contractor is not required to sign this document) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract No further contractual document is necessary | | | |
| 19A. NAME AND TITLE OF SIGNER (Type or print) | | | | 20A. NAME OF CONTRACTING OFFICER TERRY L. AUSTIN / CONTRACT SPECIALIST TEL: 540-658-8813 EMAIL: terry.austin@usmc.mil | | | |
| 19B. NAME OF CONTRACTOR | | 19C. DATE SIGNED | | 20B. UNITED STATES OF AMERICA | | 20C. DATE SIGNED | |
| BY _____ (Signature of person authorized to sign) | | | | BY <u>Terry L Austin</u> (Signature of Contracting Officer) | | 01-Apr-2011 | |

Section B - Supplies or Services and Prices

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|-------------------------------------|---------|
| 0001 | Buffalo A2 Vehicle FFP U.S. Army Program of Record Configuration Buffalo A2 Vehicles in support of the G4 program. FMS CASE: G4-P-LPF PDLI: IZ0000 RSN: 001 MILSTRIP: PG4A74/1077/6001/OLPF PURCHASE REQUEST NUMBER: M67854-11-RC-F0153 FOB: Origin MILSTRIP: PG4A74/1077/6001/OLPF PURCHASE REQUEST NUMBER: M67854-11-RC-F0153 | 40 | Each | (b) (4) | |
| | | | | NET AMT | (b) (4) |
| | | | | ACRN AA CIN: M6785411RCF01530001 | (b) (4) |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0002 | Final Inspection Report (FIR) FFP Final Inspection Report (FIR) FOB: Destination MILSTRIP: PG4A74/1077/6001/OLPF PURCHASE REQUEST NUMBER: M67854-11-RC-F0153 | 1 | Each | | NSP |
| | | | | NET AMT | |

Section C - Descriptions and Specifications

STATEMENT OF WORK (SOW)**STATEMENT OF WORK FOR FMS Case G4-P-LPF****1.0 PROGRAM DESCRIPTION**

Buffalo A2 Mine Protected Clearance Vehicle (MPCV) is a blast protected vehicle that will operate in explosive hazardous environments to conduct route clearance operations. The system will have an articulating arm with a digging/lifting attachment and camera to remotely interrogate a suspected explosive hazard and allow the crew to confirm, deny, and/or classify the explosive hazard. The articulating arm and attachment can be used to move explosive hazards to the side of routes. It will provide a blast protected platform to transport soldiers and to allow soldiers to dismount in order to neutralize and/or mark explosive hazards.

2.0 INTRODUCTION

This Statement of Work (SOW) defines the effort required for the procurement and delivery of the Mine Resistant Ambush Protected (MRAP) Buffalo A2 Army Program of Record for FMS Case G4-P-LPF. The USG has identified an urgent need to procure a broad, adaptable, and flexible mobile land-based route proving and clearance (RP&C) capability, which will enhance Tactics, Techniques and Procedures (TT&P) for detecting, recognizing, and defeating Emplaced Explosive Ordnance (EEO).

2.2 VEHICLE REQUIREMENTS

Attachment Y, US Army Buffalo A2 Program of Record Purchase Description ATPD-2373 dated 01 April 2010 performance requirements for forty (40) each Buffalo A2 vehicles. In addition, the contractor shall ensure that the FMS Case G4-P-LPF Buffalo A2 vehicles meet all specifications applicable at the time of award.

2.3 PERFORMANCE SPECIFICATION

The contractor's proposal shall, together with the performance specification, form the contract requirements for the G4 Buffalo A2 vehicles. The contractor's proposal shall meet or exceed all requirements in the Performance Specifications with the specific exception of Cooling system paragraph 3.4.2.a "...Maintain the specified component operating temperatures within the specified limits while operating continuously at full load and 0.6 tractive effort to gross vehicle weight ratio (TE/GVW) while under the maximum temperatures conditions specified herein." and paragraph 4.9.4 "The cooling system shall be tested for maintaining the specified component operating temperatures within the specified limits while operating continuously at full load and 0.6 tractive effort..." The US Army has accepted performance at 0.5 tractive effort. G4 will also accept 0.5 tractive effort.

In addition, Tires and Wheels paragraph 3.11.4 states in part "...A spare tire and wheel assembly identical to those provided on the axles shall be furnished, and provided with the vehicle."

In this case, the tires shall be provided as spares and not part of the vehicle shipment. The following specification paragraphs are also modified as follows:

- 3.1 First Article (p. 6)-Delete
 - Testing conducted by TACOM

- 3.12.11 Communication equipment mounting provisions (p. 16)-Delete (a,b,c)
- 3.12.11.1 Government Furnished Equipment Storage and Assembly (p. 16)-Delete (a,b,c)
- 3.16 Government-loaned property –Table (p. 20) Delete GFE notes except for VIC-03
- 3.1 First Article Table (p. 28) – Delete
 - Testing conducted by TACOM
- 4.6 Performance (p. 31-35) – Delete
 - Testing conducted by TACOM
- 4.9.4 Cooling System (p. 37) - .5 Tractive effort
- 4.9.86 Reliability, Availability, and Maintainability (RAM) (p.43) – Delete
 - Testing conducted by TACOM
- 6.3 First article (p. 46) – Delete
 - Testing conducted by TACOM

5.0 REQUIREMENTS

The Contractor shall accomplish delivery of forty (40) units (platforms) set forth under the contract. A corresponding delivery schedule is provided within the contract. The Contractor shall ensure that stated performance capabilities of these vehicles are certified and the level warranted. (CDRL A005)

NOTE: The standard requirements for the Buffalo A2 vehicle build are located in the performance specifications. If there is a conflict between the Statement of Work and the performance specification, then the SOW takes precedence.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| CLIN | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
|------|------------|------------|-----------|------------|
| 0001 | Origin | Government | Origin | Government |
| 0002 | Origin | Government | Origin | Government |

Section F - Deliveries or Performance

DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | UIC |
|------|---------------|----------|---|-----|
| 0001 | 29-APR-2011 | 5 | FORCE PROTECTION INDUSTRIES, INC. WAYNE PHILLIPS, JR. 9801 HIGHWAY 78 LADSON SC 29456 843-574-3787 FOB: Origin | |
| 0001 | 31-MAY-2011 | 7 | (SAME AS PREVIOUS LOCATION) FOB: Origin | |
| 0001 | 30-JUN-2011 | 7 | (SAME AS PREVIOUS LOCATION) FOB: Origin | |
| 0001 | 29-JUL-2011 | 7 | (SAME AS PREVIOUS LOCATION) FOB: Origin | |
| 0001 | 31-AUG-2011 | 7 | (SAME AS PREVIOUS LOCATION) FOB: Origin | |
| 0001 | 30-SEP-2011 | 7 | (SAME AS PREVIOUS LOCATION) FOB: Origin | |
| 0002 | 15-APR-2011 | 1 | (SAME AS PREVIOUS LOCATION) FOB: Destination | |

DELIVERY SCHEDULE

| Apr | May | Jun | Jul | Aug | Sep |
|-----|-----|-----|-----|-----|-----|
| 5 | 7 | 7 | 7 | 7 | 7 |

The required delivery date shall be as stated above or sooner. All Line Items shall be shipped complete and received complete by consignee by 30 September 2011. The contractor shall provide the contract specialist advance notification of any anticipated delays. Accelerated deliveries are accepted and encouraged.

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 97-11X8242 28D7 000 74D72 0 065916 2D PG4A74 1077 6001 0LPF

AMOUNT: (b) (4)

CIN M6785411RCF01530001: (b) (4)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

| | | |
|-----------------|--|----------|
| 52.202-1 | Definitions | JUL 2004 |
| 52.203-3 | Gratuities | APR 1984 |
| 52.203-5 | Covenant Against Contingent Fees | APR 1984 |
| 52.203-6 | Restrictions On Subcontractor Sales To The Government | SEP 2006 |
| 52.203-7 | Anti-Kickback Procedures | OCT 2010 |
| 52.203-10 | Price Or Fee Adjustment For Illegal Or Improper Activity | JAN 1997 |
| 52.203-12 | Limitation On Payments To Influence Certain Federal Transactions | OCT 2010 |
| 52.204-2 | Security Requirements | AUG 1996 |
| 52.204-4 | Printed or Copied Double-Sided on Recycled Paper | AUG 2000 |
| 52.209-6 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment | DEC 2010 |
| 52.211-5 | Material Requirements | AUG 2000 |
| 52.219-9 | Small Business Subcontracting Plan | JAN 2011 |
| 52.219-9 Alt II | Small Business Subcontracting Plan (JAN 2011) Alternate II | OCT 2010 |
| 52.222-1 | Notice To The Government Of Labor Disputes | FEB 1997 |
| 52.222-3 | Convict Labor | JUN 2003 |
| 52.222-19 | Child Labor -- Cooperation with Authorities and Remedies | JUL 2010 |
| 52.222-20 | Walsh-Healey Public Contracts Act | OCT 2010 |
| 52.222-21 | Prohibition Of Segregated Facilities | FEB 1999 |
| 52.222-26 | Equal Opportunity | MAR 2007 |
| 52.222-29 | Notification Of Visa Denial | JUN 2003 |
| 52.222-35 | Equal Opportunity for Veterans | SEP 2010 |
| 52.222-36 | Affirmative Action For Workers With Disabilities | OCT 2010 |
| 52.222-37 | Employment Reports on Veterans | SEP 2010 |
| 52.222-50 | Combating Trafficking in Persons | FEB 2009 |
| 52.223-3 | Hazardous Material Identification And Material Safety Data | JAN 1997 |
| 52.223-10 | Waste Reduction Program | AUG 2000 |
| 52.223-13 | Certification of Toxic Chemical Release Reporting | AUG 2003 |
| 52.223-14 | Toxic Chemical Release Reporting | AUG 2003 |
| 52.224-1 | Privacy Act Notification | APR 1984 |
| 52.225-13 | Restrictions on Certain Foreign Purchases | JUN 2008 |
| 52.225-14 | Inconsistency Between English Version And Translation Of Contract | FEB 2000 |
| 52.227-1 | Authorization and Consent | DEC 2007 |
| 52.227-2 | Notice And Assistance Regarding Patent And Copyright Infringement | DEC 2007 |
| 52.227-3 | Patent Indemnity | APR 1984 |
| 52.228-3 | Worker's Compensation Insurance (Defense Base Act) | APR 1984 |
| 52.228-4 | Workers' Compensation and War-Hazard Insurance Overseas | APR 1984 |
| 52.229-3 | Federal, State And Local Taxes | APR 2003 |
| 52.229-4 | Federal, State, And Local Taxes (State and Local Adjustments) | APR 2003 |
| 52.229-6 | Taxes--Foreign Fixed-Price Contracts | JUN 2003 |
| 52.232-1 | Payments | APR 1984 |
| 52.232-8 | Discounts For Prompt Payment | FEB 2002 |
| 52.232-11 | Extras | APR 1984 |
| 52.232-17 | Interest | OCT 2010 |

| | | |
|--------------------|---|----------|
| 52.232-23 | Assignment Of Claims | JAN 1986 |
| 52.232-25 | Prompt Payment | OCT 2008 |
| 52.232-32 | Performance-Based Payments | AUG 2010 |
| 52.233-1 | Disputes | JUL 2002 |
| 52.233-1 Alt I | Disputes (Jul 2002) - Alternate I | DEC 1991 |
| 52.233-2 | Service Of Protest | SEP 2006 |
| 52.233-2 | Service Of Protest | SEP 2006 |
| 52.233-3 | Protest After Award | AUG 1996 |
| 52.233-4 | Applicable Law for Breach of Contract Claim | OCT 2004 |
| 52.242-1 | Notice of Intent to Disallow Costs | APR 1984 |
| 52.242-13 | Bankruptcy | JUL 1995 |
| 52.242-15 | Stop-Work Order | AUG 1989 |
| 52.243-1 | Changes--Fixed Price | AUG 1987 |
| 52.245-1 | Government Property | AUG 2010 |
| 52.246-23 | Limitation Of Liability | FEB 1997 |
| 52.246-24 | Limitation Of Liability--High-Value Items | FEB 1997 |
| 52.246-24 Alt I | Limitation Of Liability--High Value Items (Feb 1997) - Alternate I | APR 1984 |
| 52.247-63 | Preference For U.S. Flag Air Carriers | JUN 2003 |
| 52.249-2 | Termination For Convenience Of The Government (Fixed-Price) | MAY 2004 |
| 52.249-8 | Default (Fixed-Price Supply & Service) | APR 1984 |
| 52.253-1 | Computer Generated Forms | JAN 1991 |
| 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights | JAN 2009 |
| 252.204-7000 | Disclosure Of Information | DEC 1991 |
| 252.204-7002 | Payment For Subline Items Not Separately Priced | DEC 1991 |
| 252.204-7003 | Control Of Government Personnel Work Product | APR 1992 |
| 252.204-7004 Alt A | Central Contractor Registration (52.204-7) Alternate A | SEP 2007 |
| 252.209-7004 | Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country | DEC 2006 |
| 252.211-7003 | Item Identification and Valuation | SEP 2010 |
| 252.219-7003 | Small Business Subcontracting Plan (DOD Contracts) | OCT 2010 |
| 252.223-7004 | Drug Free Work Force | SEP 1988 |
| 252.225-7001 | Buy American Act And Balance Of Payments Program | JAN 2009 |
| 252.225-7001 Alt I | 252.225-7001 Buy American Act and Balance of Payments Program (JAN 2009) Alternate I | DEC 2010 |
| 252.225-7002 | Qualifying Country Sources As Subcontractors | APR 2003 |
| 252.225-7004 | Report of Intended Performance Outside the United States and Canada--Submission after Award | OCT 2010 |
| 252.225-7012 | Preference For Certain Domestic Commodities | JUN 2010 |
| 252.225-7013 | Duty-Free Entry | DEC 2009 |
| 252.225-7016 | Restriction On Acquisition Of Ball and Roller Bearings | DEC 2010 |
| 252.225-7028 | Exclusionary Policies And Practices Of Foreign Government | APR 2003 |
| 252.225-7041 | Correspondence in English | JUN 1997 |
| 252.225-7042 | Authorization to Perform | APR 2003 |
| 252.227-7013 | Rights in Technical Data--Noncommercial Items | NOV 1995 |
| 252.227-7015 | Technical Data--Commercial Items | NOV 1995 |
| 252.227-7027 | Deferred Ordering Of Technical Data Or Computer Software | APR 1988 |
| 252.227-7030 | Technical Data--Withholding Of Payment | MAR 2000 |
| 252.227-7037 | Validation of Restrictive Markings on Technical Data | SEP 1999 |
| 252.229-7006 | Value Added Tax Exclusion (United Kingdom) | JUN 1997 |
| 252.229-7008 | Relief From Import Duty (United Kingdom) | JUN 1997 |
| 252.232-7008 | Assignment of Claims (Overseas) | JUN 1997 |
| 252.232-7010 | Levies on Contract Payments | DEC 2006 |

| | | |
|--------------|---|----------|
| 252.233-7001 | Choice of Law (Overseas) | JUN 1997 |
| 252.243-7001 | Pricing Of Contract Modifications | DEC 1991 |
| 252.243-7002 | Requests for Equitable Adjustment | MAR 1998 |
| 252.247-7024 | Notification Of Transportation Of Supplies By Sea | MAR 2000 |

CLAUSES INCORPORATED BY FULL TEXT

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

52.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEP 2000)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages identified in the below table.

| Number of Calendar Days Delinquent in Delivery | Liquidated Damage (LD) - % of Deliverable Cost |
|--|--|
| 1-7 | 1% |
| 8-14 | 2% |
| 15-21 | 3% |
| 22-26 | 4% |

| | |
|--------------|----|
| 27-31 | 5% |
| 32 and Above | 6% |

NOTE: The percentages of LD's are not cumulative per calendar day. Example, a delay from 1 to 7 calendar days will equal a total LD assessment of 1% of the deliverable cost and a delay from 27-31 calendar days will result in a total LD assessment of 5% of the deliverable cost.

(b) If the Government terminates this contract in whole or in part under the Default--Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default--Fixed-Price Supply and Service clause in this contract.

(End of clause)

52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$46,596,600.00 dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$46,596,600.00 dollars.

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[Insert one or more Internet addresses]

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

MARCORSYSCOM WAWF INSTRUCTIONS TO CONTRACTORS

ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Request and Receiving Reports (March 2008)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor request for payment. The contractor is required to utilize this system when processing invoices and receiving reports under this contract.

The contractor shall (i) ensure an Electronic Business Point of Contract (POC) is designated in Central Contractor Registration at <http://www.ccr.gov> and (ii) register to use WAWF-RA at the <https://wawf.eb.mil/> within ten (10) days after award of the contract or modification incorporating WAWF-RA into the contract. Step by step procedures to register are available at the <https://wawf.eb.mil/>.

The USMC WAWF-RA point of contact for this contract is **Ms. Charlette Hudson** and can be reached on (540)658-8063 or via email at charlette.hudson@usmc.mil. The alternate USMC WAWF-RA point of contact is **Ms. Naydeen Christian** and can be reached on (540)658-8081 or via email at naydeen.christian1@usmc.mil.

The contractor is directed to use the **2 in 1** format when processing invoices and receiving reports. For all requirements, the contractor shall use the Marine Corps Systems Command DODAAC (M67854) as the DODAAC for all shipping addresses, even if the ship-to address is other than the Marine Corps Systems Command.

DFAS-Columbus
P.O. Box 369022
Attn: Kansas-M67443

Columbus, Ohio 43236-9022

E-Mail: CCO-KC-VPIS@DFAS.MIL (Vendor Pay)
PHONE: 1-800-756-4571 #2 then #4 (MOCAS = #1 then #4)
WAWF: <https://wawf.eb.mil/> <<https://wawf.eb.mil/>>

My Invoice: <https://myinvoice.csd.disa.mil>
<<https://myinvoice.csd.disa.mil>>

Data entry information in WAWF:
Payment Office DoDAAC: HQ0338
Issue By DoDAAC: M67854
Admin Office DoDAAC: S1103A
Ship To/Service Acceptor DoDAAC: M67854 EXT PG-15 MRAP
Contract Number: M67854-11-C-5063

Before closing out of an invoice session in WAWF-RA, but after submitting your document or documents, the contractor will be prompted to send additional email notifications. The contractor shall click on " Send Additional Email Notifications" block on the page that appears. Add the primary point of contact's email address(provided above) in the first email address block and add the alternate point of contact's email address in the following block. This additional notification to the government is important to ensure the appropriate point of contact is aware that the invoice documents have been submitted into the WAWF-RA system.

NOTE: The POCs identified above are for WAWF issues only. Any other contracting questions/problems should be addressed to the POC identified in Section A of the contract.

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

| <u>Title</u> | <u>Number of pages</u> |
|---|-------------------------------|
| PURCHASE DESCRIPTION MINE PROTECTED CLEARANCE VEHICLE | 48 Pages |
| FINAL INSPECTION RECORD CONTRACT DATA REQUIREMENT LIST (CDRL) | 1 Page |

19 Aug 16

Fees associated with processing your request are minimal and are waived.

In view of the above, you may consider this to be an adverse determination that may be appealed. Since you have created an account in FOIAonline, you may submit an appeal directly within the web-based system. To do this, you would log in to your account, retrieve your original request, and then click on the "Create Appeal" tab in the left-hand column. The basic information from your request will be duplicated for you, and then you can type in the basis of your appeal. If you prefer to use regular mail, you may submit an appeal to the Judge Advocate General (Code 14), 1322 Patterson Avenue SE, Suite 3000, Washington Navy Yard, DC 20374-5066. Your appeal, if any, must be postmarked within 90 calendar days from the date of this letter and should include a copy of your initial request, a copy of this letter, and a statement indicating why you believe your appeal should be granted. I recommend that your appeal and its envelope both bear the notation, "Freedom of Information Act Appeal".

You also have the right to seek assistance and/or dispute resolution services from the Marine Corps FOIA Public Liaison, Ms. Sally Hughes, at hqmcfoia@usmc.mil or (703) 614-4008, and/or the Department of the Navy FOIA Public Liaison, Mr. Christopher Julka, at Christopher.a.julka@navy.mil or (703) 697-0031. You may also contact the Office of Government Information Services (OGIS) for assistance and/or dispute resolution at ogis@nara.gov or 1-877-684-6448. For more information online about services provided by OGIS, please visit their website at <https://ogis.archives.gov>.

If at any time you are not satisfied that a diligent effort was made to process your request, you may file an administrative appeal with the Assistant to the General Counsel (FOIA) at: Department of the Navy, Office of the General Counsel, ATTN: FOIA Appeals Office, 1000 Navy Pentagon Room 4E635, Washington DC 20350-1000.

For consideration, the appeal must be received in that office within 90 days from the date of this letter. Attach a copy of this letter and a statement regarding why you believe an adequate search was not conducted. Both your appeal letter and the envelope should bear the notation "FREEDOM OF INFORMATION ACT APPEAL". Please provide a copy of any such appeal letter to the MARCORSYSCOM address above.

Any questions concerning this matter should be directed to Mrs. Bobbie Cave at (703) 432-3934 or bobbie.cave@usmc.mil.

Sincerely,



for LISA L. BAKER
Counsel